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Attorney for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA
PHOENIX DIVISION

Todd Heichel, Rudy Castro, Justin
Garmendia, Joshua Holgate and Randi
Pitts, Each Individually and on Behalf of
All Others Similarly Situated,

Plaintiffs,

v.

Tri City Transport, LLC, SWWOOP,
LLC, and Michael Butler,

Defendants.

NO. 2:22-cv-1513-PHX-SMM

**DECLARATION OF
ROSCOE BUTTERFIELD**

I, Roscoe Butterfield, do hereby swear, affirm, and attest as follows, based upon
my personal knowledge of the matters contained herein:

1. My name is Roscoe Butterfield, and I am over the age of 18 and duly
qualified to execute this declaration.

2. I am a resident and domiciliary of the State of Arizona.

1 3. I was employed by Tri City Transport, LLC, SWWOOP, LLC, and
2 Michael Butler (“Defendants”), from November of 2022 to December of 2022.
3 Defendants operated a non-emergency medical transport and medical supply delivery
4 business.

5 4. I worked for Defendants as a delivery driver. My employment caused me
6 to drive to various places in Arizona to perform deliveries.

7 5. I was informed that I would be paid \$1.00 per mile driven with a
8 passenger.

9 6. Instead, Defendants paid me nothing whatsoever for my work.

10 7. As a delivery driver, my primary duties were delivering medicine and
11 transporting people to appointments.

12 8. I was required to maintain and pay for an operable, safe, and legally
13 compliant automobile, while paying for related costs, gasoline, insurance, cell phone
14 costs, and other necessary delivery equipment.

15 9. I drove approximately 1000 miles per week and worked 33 hours per week
16 while working for Defendants.

17 10. I was not reimbursed for any actual expenses and was not reimbursed at
18 the IRS standard business mileage rate for the miles I drove.

19 11. As a result of the unreimbursed mileage, automobile, and other job-related
20 expenses incurred, I was deprived of minimum wages guaranteed to me by the FLSA.

9 Executed this 23 day of August, 2024.

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Date	Total Estimated Miles	Total Hours	Total Pay	Minimum Wage	IRS Reimbursement Rate	Kickback	Minimum Wage Damages	OT Damages	Total Damages	Treble Damages
11/1/22	1000	33	\$0.00	\$12.80	0.625	\$625.00	\$1,047.40	\$0.00	\$1,047.40	\$3,142.20
11/8/22	1000	33	\$0.00	\$12.80	0.625	\$625.00	\$1,047.40	\$0.00	\$1,047.40	\$3,142.20
11/15/22	1000	33	\$0.00	\$12.80	0.625	\$625.00	\$1,047.40	\$0.00	\$1,047.40	\$3,142.20
11/22/22	1000	33	\$0.00	\$12.80	0.625	\$625.00	\$1,047.40	\$0.00	\$1,047.40	\$3,142.20
11/29/22	1000	33	\$0.00	\$12.80	0.625	\$625.00	\$1,047.40	\$0.00	\$1,047.40	\$3,142.20
							\$5,237.00	\$0.00	\$5,237.00	\$15,711.00